



**Singapore Institute of Arbitrators**

**Proudly Presents**

**"MULTI-CONTRACT ARBITRATIONS"**

Date : 8 October 2009 (Thursday)  
Time : 6.30pm to 8.30pm  
Venue : Marina Mandarin Singapore  
6 Raffles Boulevard  
Marina Square  
Singapore 039594  
Charges : SIArb and SCL members – S\$100  
Full-time students – S\$80  
Others – S\$120  
Total CPD Points : 2 Points

**Programme:**

6.00pm – 6.30pm Registrations & Refreshments  
6.30pm – 6.45pm Opening Address by Chairperson  
Mr. Paul Wong, Partner, M/s Rodyk & Davidson LLP  
6.45pm – 8.00pm "Multi-Contract Arbitrations"  
Mr. Alastair Henderson, Partner, M/s Herbert Smith LLP  
8.00pm – 8.30pm Questions & Discussions

**About the Seminar:**

Arbitration is often discussed in simple terms of two parties to a free-standing contract. Disputes are seen as a simple binary matter between those two parties alone. Commercial life is often not so straightforward, however. A contract may be closely linked to other contracts in a chain or matrix of inter-related agreements, for example in construction projects or commodity 'string' sales or in the context of complex project financing. A dispute under one contract may then create repercussions under other contracts and for other parties up and down the chain or across the matrix. Arbitration has traditionally struggled to cope with these multi-contract situations. It has not been easy under conventional approaches to ensure that all potentially affected parties and all potentially relevant issues are dealt with conveniently and effectively within a single proceeding. Instead, one may face the cost and risk of multiple arbitrations and potentially contradictory conclusions. Various strategies have been suggested for tackling this problem but none has yet provided a complete answer. This seminar will discuss the issue by reference to real examples and will survey possible solutions aimed at achieving a more efficient, effective and cost-conscious resolution of complex multi-contract disputes.

**About the Speaker:**

**Mr. Alastair Henderson**, is a partner with Herbert Smith LLP and head of the firm's arbitration practice in Southeast Asia. He is also managing partner of the firm's office in Bangkok. He graduated in law from Oxford University in England and worked for 5 years in London before moving to Hong Kong in 1993 and then Singapore in 1999. Alastair is regularly identified as one of the region's leading arbitration lawyers. His practice covers a wide range of disputes in and beyond Southeast Asia. He has particular experience in the infrastructure, construction, engineering and energy sectors as well as general trade and investment disputes. He advises Governments, multinationals and private companies on complex cases around the region and on domestic and international arbitration and local and multi-national litigation. Alastair is a Fellow of the Singapore Institute of Arbitrators; a panel arbitrator of the Singapore International Arbitration Centre; a current committee member of the Chartered Institute of Arbitrators in Thailand; a member of the London Court of International Arbitration; and a former member of ICC Thailand national arbitration commission. He is a regular speaker at regional and international conferences.

**About the Chair:**

**Mr. Paul Wong, LLB (Hons), National University of Singapore**, is a Partner in Rodyk & Davidson LLP's Litigation and Arbitration Practice Group. Paul's practice includes construction, banking and insolvency, and general commercial litigation. He has acted as counsel in numerous construction disputes both in arbitration and litigation with a specific emphasis on engineering related issues. Notably, he was one of the counsels acting for the main contractor of Circle Line Contract C824, the main potential defendant in the inquiry into the collapse of Nicoll Highway on 20 April 2004. His clients include developers, quantity surveyors, architects, contractors and sub-contractors. Apart from dispute resolution, Paul also advises his clients in the drafting of construction-related transactions, including numerous forms of construction contracts. He has acted for main contractors in major infrastructure projects in Singapore both in an advisory role and also as counsel. Construction-related cases Paul has worked on include the MRT Circle Line contracts, the Deep Tunnel Sewerage System contracts, the Marina Barrage contracts and Marina South District Cooling Plant contracts. More recently, Paul has acted as Singapore law adviser for PPP projects including the MOE and SMU PPP projects.

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**REGISTRATION: "MULTI-CONTRACT ARBITRATIONS" ON THURSDAY, 8 OCTOBER 2009, 6.30PM**

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**Notes:**

1. Closing date is 5 October 2009. Placement is on a first-come-first-served basis.
2. The Organiser reserves the right to cancel, curtail or change the content of programmes and the names of speakers without prior notice.
3. The Organiser reserves the right to cancel or postpone the seminar in which case refunds will be given, but otherwise, no refunds will be made for cancellations or no-shows by those who registered. If you are unable to attend the seminar, a substitute may attend in your place at no extra charge with at least 3 days prior notice being given to the Institute, failing which there shall be no refund.